

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

**DEERE & COMPANY,**

Plaintiff,

**v.**

**Civil Action**

**File No. 3:21-cv- 677**

**MB HARVESTING, INC., and  
MARK A. CRUTCHFIELD,**

Defendants.

**COMPLAINT**

Deere & Company (“**Deere**”), by counsel, states as follows for its  
Complaint against MB Harvesting, Inc. and Mark A. Crutchfield:

**NATURE OF THE ACTION, PARTIES, JURISDICTION AND VENUE**

1. Deere brings this action against two borrowers seeking a monetary judgment for the deficiency balance after the sale of collateral securing the loan agreement.
2. Attached as Exhibit 1 is the Declaration of Zachary R. Gardner, Recovery Administrator for Deere Credit Services, Inc. in its capacity as agent for Deere & Company.
3. MB Harvesting, Inc., is a Virginia stock corporation with its principal place of business in Prince George County, Virginia.
4. Mark A. Crutchfield is a citizen of the Commonwealth of Virginia and a resident of Prince George County.
5. Deere & Company is a Delaware corporation with its principal place of business in Moline, Illinois.

6. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship and the amount in controversy exceeds \$75,000.

7. Venue is proper in this Court because both defendants are located in the Eastern District of Virginia.

**FACTUAL ALLEGATIONS**

8. On December 29, 2017, MB Harvesting, Inc. and Mark A. Crutchfield executed and delivered to Deere a loan contract with a security agreement, pursuant to which they financed their purchase of a John Deere model S690 Cotton Stripper (the “**Contract**”). A true and complete copy of the Contract is attached as Exhibit 2.

9. Pursuant to the Contract, MB Harvesting and Mr. Crutchfield agreed to pay five annual payments of \$113,220.71, beginning the following December.

10. MB Harvesting and Mr. Crutchfield defaulted on their obligations under the Contract by failing to make all payments when due. Indeed, they did not make a single payment.

11. Upon the default, Deere exercised its rights under the Contract to repossess and sell the collateral. The Cotton Stripper was repossessed on April 15, 2020 and sold on July 23, 2020.

12. Deere complied with its obligations under the Contract and the Uniform Commercial Code, providing the required notices and conducting the sale in a commercially reasonable manner.

13. On July 23, 2020, at the time of the sale, the balance due under the Contract was \$592,050.85, comprised of \$501,890.51 in principal, \$52,898.53 in interest and \$37,261.81 in late fees.

14. The Cotton Stripper was sold for \$286,000. The cost of sale was \$5,720.

15. After application of the proceeds, the balance due on the Contract was \$311,770.85, of which \$306,050.85 was principal and \$5,720 were fees. The deficiency principal balance continues to accrue interest at the contract rate of 4.15 % *per annum*. MB Harvesting and Mr. Crutchfield are also liable to Deere for its continuing collection costs, including legal fees.

16. Deere notified MB Harvesting and Mr. Crutchfield of the deficiency balance and demanded payment. In further breach of their obligations under the Contract, they failed to pay the deficiency.

**CLAIM FOR RELIEF**

17. MB Harvesting and Mr. Crutchfield have defaulted on their obligations under the Contract by failing to pay all amounts when due.

18. As a result of the Defendants' defaults, Deere has been damaged in the amount of \$311,770.85.

19. Deere is entitled to a monetary judgment against MB Harvesting and Mr. Crutchfield in that amount.

**RELIEF REQUESTED**

**WHEREFORE**, Deere & Company respectfully requests that judgment be entered in its favor against MB Harvesting, Inc. and Mark A. Crutchfield, jointly

and severally, in the amount of \$311,770.85, with interest accruing on the principal balance of \$306,050.85 from September 1, 2021 to the date of the judgment at the rate of 4.15% *per annum*, and thereafter at the legal judgment rate until such time as the judgment is satisfied in full, as well as court costs and reasonable attorneys' fees.

**DEERE & COMPANY**

*/s/ Kimberly A. Taylor, Esq.*  
By \_\_\_\_\_  
Counsel

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